Case 08-10314-DWH Doc 28 Filed 10/24/08 Entered 10/24/08 15:46:08 Desc Main Document Page 1 of 15

IN THE UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF MISSISSIPPI

IN RE: DIANNE WILDMAN

CASE NO. 08-10314-DWH-13

VANDERBILT MORTGAGE AND FINANCE, INC.'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND CO-DEBTOR STAY AND FOR ABANDONMENT OF PROPERTY FROM DEBTOR'S ESTATE

Vanderbilt Mortgage and Finance, Inc. (successor servicing agent to Oakwood Acceptance Corporation, LLC), the duly authorized servicing agent for The Bank of New York Company, Inc. as Trustee, successor Trustee to JPMorgan Chase Bank, National Association, as Trustee (formerly JPMorgan Chase Bank, as Trustee) ("Movant" or "Vanderbilt")¹, files this Motion for Relief from the Automatic Stay now protecting the interests of the Debtor, Dianne Wildman ("Debtor"), and the Co-Debtor, Melissa Wileman ("Co-Debtor"), in certain personalty and for abandonment of same from Debtor's estate; and in support thereof would show as follows, to-wit:

- 1. This Court has jurisdiction over the subject matter herein and the parties hereto pursuant to 28 U.S.C. §1334, 11 U.S.C. §362, 11 U.S.C. §1301 and 11 U.S.C. §554, along with other related statutes and rules. This is a core proceeding as defined by 28 U.S.C. §157(b)(2)(A) and (G).
- 2. On September 5, 1997, the Debtor and Co-Debtor executed a Manufactured Home Retail Installment Contract Mississippi ("Contract") in the amount of \$47,181.75. A copy of the Contract, now serviced by Vanderbilt, is attached hereto and incorporated herein by reference as part of collective Exhibit "1." To secure this indebtedness, the Debtor and Co-Debtor granted Movant a valid and first perfected security interest in one (1) 1998 Destiny

¹ An Affidavit of Claim and Assignment of Security Interest and Debt describing, *inter alia*, Vanderbilt's status as servicer and its relationship to Oakwood Acceptance Corporation, LLC is attached hereto and incorporated herein by reference as part of collective Exhibit "1."

manufactured home bearing Vehicle Identification Number OW58949AB ("manufactured home"). A copy of the UCC-1 Financing Statement evidencing Movant's lien is attached hereto and incorporated herein by reference as part of collective Exhibit "1."

- 3. On January 29, 2008, the Debtor filed her voluntary petition for relief pursuant to Chapter 13, Title 11 of the United States Code. Subsequent thereto, the Debtor proposed and confirmed a Chapter 13 plan of reorganization on May 27, 2008, that that requires, *inter alia*, the Debtor to commence making "direct" monthly mortgage payments of \$519.51 to Vanderbilt beginning May 1, 2008. Copies of the Chapter 13 Plan and Confirmation Order are attached hereto and incorporated herein by reference as part of collective Exhibit "1." Pursuant to the terms and conditions of the contract, all payments, including the referenced "direct" payments, are due by the first (1st) day of each applicable month.
- 4. Although the Debtor's confirmed Chapter 13 Plan requires "direct" monthly mortgage payments to Vanderbilt beginning May 1, 2008, the Debtor was, as of October 23, 2008, in "post-petition" arrears to Vanderbilt in the amount of \$1,039.02, representing past due monthly payments under the contract and under the Debtor's confirmed Chapter 13 Plan for the months of September and October, 2008. Thus, the Debtor is not fulfilling the terms and conditions of her confirmed Chapter 13 Plan and, furthermore, Vanderbilt is not being "adequately protected" as contemplated by 11 U.S.C. §362(d)(1). An Affidavit executed by Lisa Swink, legal accounts representative for Vanderbilt, attesting to the arrearage is attached hereto and incorporated herein by reference as part of collective Exhibit "1." Accordingly, the automatic stay now protecting the Debtor's and Co-Debtor's interests in Vanderbilt's collateral should lift and, furthermore, the manufactured home should be abandoned from the Debtor's estate pursuant to the directives of 11 U.S.C. §554.

- 5. The automatic stay affecting the Debtor's and Co-Debtor's interests in the manufactured home should lift "for cause" since Vanderbilt's interests are not being adequately protected as contemplated by 11 U.S.C. § 362(d)(1).
- 6. Since the Debtor is not fulfilling the terms and conditions of her confirmed Chapter 13 Plan, Movant's interests in the manufactured home are being "irreparably harmed" by the continuation of the "co-debtor stay" as contemplated by 11 U.S.C. § 1301(c)(3). As such, the "co-debtor stay" now protecting Melissa Wileman should likewise lift.
- 7. Furthermore, insurance on the manufactured home is scheduled to expire on October 28, 2008, and Vanderbilt has not received any proof of additional insurance or an indication from the Debtor that proof of same will be provided. As such, Vanderbilt requests that the Debtor provide immediate proof of insurance as required by the contract upon lapse of the current policy. Alternatively, Vanderbilt requests that it be allowed to recoup monies it prospectively advances for the purchase of lender placed insurance pursuant to the contract either by the filing of an amended proof of claim, by agreement or other means that are deemed appropriate to this Court as suggested in the Court's standing order concerning this issue which became effective August 1, 2008.
- 8. The provisions of Rule 4001 of the Federal Rules of Bankruptcy Procedure which would stay for ten (10) days the relief requested by Vanderbilt herein should be waived or otherwise not apply.
- 9. For other good and sufficient reasons to be assigned at a hearing regarding this matter.

WHEREFORE, Vanderbilt respectfully requests the entry of an order from this Court lifting the automatic stay, as contemplated by 11 U.S.C. §362, and the co-debtor stay, as

Case 08-10314-DWH Doc 28 Filed 10/24/08 Entered 10/24/08 15:46:08 Desc Main Document Page 4 of 15

contemplated by 11 U.S.C. §1301, now protecting the Debtor's and Co-Debtor's interests in the manufactured home and, furthermore, for abandonment of same from the Debtor's estate.

Vanderbilt prays for other general and specific relief as this court may deem just.

Respectfully submitted,

Vanderbilt Mortgage and Finance, Inc.,

BY: /s/ James P. Wilson, Jr. (MB#10783)

Of Counsel:

Mitchell, McNutt & Sams A Professional Association 215 Fifth Street North Post Office Box 1366 Columbus, Mississippi 39703-1366 Telephone: 662.328.2316

CERTIFICATE OF SERVICE

I, James P. Wilson, Jr., one of the attorneys for Vanderbilt Mortgage and Finance, Inc., do hereby certify that I have served a true and correct copy of the above and foregoing Motion for Relief from the Automatic Stay and Co-Debtor Stay and for Abandonment of Property from Debtor's Estate to all parties and counsel of record by placing said copy in the United States Mail, postage prepaid and/or electronic filing addressed to them at their usual addresses as follows:

Robert F. Levey P.O. Box 743 Tupelo, MS 38802-0743 Attorney for Debtor

Tammy Wileman 127 Road 1559 Nettleton, MS 38858 Co-Debtor

Terre M. Terre Vardaman Post Office Box 1326 Brandon, Mississippi 39043-1326 Chapter 13 Trustee

U.S. Trustee 100 West Capitol Street Suite 706 Jackson, MS 39269

This the 24th day of October, 2008.

/s/ James P. Wilson, Jr.

AFFIDAVIT OF CLAIM

Personally appeared before me the undersigned authority, LISA SWINK, who stated and deposed as follows:

- 1. My name is LISA SWINK and I hold the position of BANKRUPTCY SPECIALIST with Vanderbilt Mortgage and Finance, Inc. ("Vanderbilt"), a corporation organized and existing under the laws of the State of Tennessee.
- 2. That I am familiar with the books and records of Vanderbilt relating to the Debt (hereinafter described); that the books and records are kept in the normal course of business; that the books and records are kept under my supervision and control; and, that the transactions reflected in the books and records are and have been recorded at or near the time that they occur or occurred.

3.	The Debt (hereinafter described) is owned by:
	☑ JP Morgan Chase Bank, As Trustee
	The Bank of New York, As Trustee
	Wells Fargo Bank, National Association, As Trustee
	Other:
	(the WTte-2) for the horsest of much course of many through contistants
	(the "Trustee"), for the benefit of purchasers of pass-through certificates
	("Certificateholders") and the Trustee has authorized, and/or granted permission to,
	Vanderbilt to do any and all acts and things reasonably necessary to enforce (including the
	right to bring suit, file proofs of claim in bankruptcy and otherwise act in Vanderbilt's name
	or in the name of the Trustee), collect, service, administer or otherwise act in any such
	manner or fashion as the Trustee could act as owner of the following described debt (herein,
	respectively, "Service the Debt" or "Servicing the Debt" and "Debt"):
	Debtor under Promissory Note, Retail Installment Contract or Assumption Agreement ("Debt Instrument") and Grantor of Security Agreement, Mortgage or Deed of Trust ("Security Instrument"):
	DIANNE WILDMAN & MELISSA WILEMAN ("Debtor")
	D (CD 11X) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Date of Debt Instrument and Security Instrument: 09/05/97
	Vanderbilt Account Number: 419635
	Lender/Creditor and Mortgagee or Beneficiary of Deed of Trust:
	Oakwood Acceptance Corporation, LLC
	Oakwood Acceptance Corporation
	Oakwood Acceptance Corporation Oakwood Acceptance Corporation dba Nationwide Mortgage Company
	Oakwood Acceptance Corporation dba Golden Circle Financial Services

4. Vanderbilt is Servicing the Debt for the benefit of the Trustee and the Certificateholders.

Other:

5. Vanderbilt's Servicing the Debt, and other debts owned by the Trustee, came about in the following manner. Oakwood Acceptance Corporation, LLC, a limited liability company formerly organized under the laws of the State of Delaware (successor by merger to Oakwood Acceptance Corporation, a corporation formerly organized under the laws of the

EXHIBIT

1

State of North Carolina and herein "Oakwood" or "OAC, LLC") on November 15, 2002 filed for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") (Consolidated Case No. 02-13396). Oakwood's plan of reorganization provided for a sale of substantially all of Oakwood's assets to Clayton Homes, Inc. ("Clayton"), parent of Vanderbilt. The plan of reorganization also provided for an affiliate of Vanderbilt to assume and be assigned the right to service this and other Debt owned by the Trustee. The plan of reorganization was confirmed by Confirmation Order dated March 31, 2004 and the assumption and assignment of the right to service this Debt and other debts owned by the Trustee were approved by a separate order of the Bankruptcy Court of the same date. The Trustee has further expressly authorized or permitted Vanderbilt to Service the Debt.

	authorized or permitted Vanderbilt to Se	rvice the Debt.	·				
6.	Vanderbilt holds a perfected security int account of said Debtor:	al in respect to the					
	1998 OAKWOOD SERIAL NUMBER	OW58949AB					
٠	In the opinion of the undersigned affiant collateral is the sum of \$\\$32,000.00, this other factors.	t, the fair and reasonable marks opinion being based upon NA	et value of said ADA valuations and				
7.	The Debtor ⊠ has ☐ has not allowed p	physical damage insurance to e	expire.				
8.	Amount of monthly payment of Debtor	\$ <u>519.51</u>					
	Number of [pre-petition] payments past Total amount of [pre-petition] past due I Number of [post-petition] payments past	\$					
	Total amount of [post-petition] past due	t due (Ch. 13): <u>2</u> payments (Ch. 13):	\$1,039.02				
	Total amount of pre and post petition pa	st due payments (Ch. 7):	\$				
	Current net payoff amount of the above	account (all):	\$ 38,308.64				
	No part thereof has been paid or satisfied; no offsets or counter-claims exist with respect to said account, to the knowledge or belief of the deponent.						
9.	That the above statements are true to the	elief.					
Date	d this 23RD day of OCTOBER, 2005.	Liva Swint Affiant	ノ				
Sworn to and	subscribed before me this the 23RD day of	OCTOBER, 2005.					
		Deresa D NOTARY PUBLIC	Deal_				
My Commiss	sion Expires: 7-12-10	Teresa De NOTARY PU Randolph Cou North Carolin	BLIC nty				

My Commission Expires

ASSIGNMENT OF SECURITY INTEREST AND DEBT (OAC, LLC)

For value received, OAKWOOD ACCEPTANCE CORPORATION, LLC ("OAC, LLC"), successor by merger to Oakwood Acceptance Corporation ("OAC"), hereby assigns, transfers and conveys to VANDERBILT MORTGAGE AND FINANCE, INC. ("VMF") all of OAC's right, title and interest (including, without limitation, specifically the right to service and collect) in and to the following described Manufactured Home Retail Installment Contract; Promissory Note, Security Agreement and Federal Disclosures or other form of debt instrument ("Contract"), including the security interest of OAC, LLC in the manufactured home and other collateral which secures such Contract:

Date of Contract: 09/05/97

Purchaser(s)/Borrower(s): DIANNE WILDMAN

Seller/Creditor: Oakwood Acceptance Corporation, LLC

OAC, LLC Account No.: 1331958

This assignment shall be deemed effective as of the 13th day of April, 2004.

OAKWOOD ACCEPTANCE CORPORATION, LLC

By: Vanderbilt Mortgage and Finance, Inc., Attorney-in-Fact under Power of Attorney from Oakwood Acceptance Corporation, LLC

By:

Name and Title: J. S. Griffin, Assistant Secretary

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C. We, in good faith, believe that you cannot, or will not, pay or perform the obligations you have agreed to in this Contract, owing several to the obligations you have agreed to in this Contract, owing, excluding, whoch immakes, owing the contract of the obligations of the obligation of the obli

exercise our remedies against any or all of you. NOTICE OF DEFABLT, If you are in dedaubt, we will sand you a Notice of Default and Notice of Right to Cure Default (2000pt) when Notice of Default (2000pt) when the required by that. The Notice will explain with you are in default and now you can cure it. We will not accelerate the unpied balance of the Confirm processes or incredicas or any Property until after we send you the Notice and any cure period if describe has passed, we may not be required to send you a Notice if (1) you never abordyment the Mandactumed Home, (2) you received two Notices in the pilot one year period. Of Other admires a chromostopies suist.

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GENERAL TERMS: You agree to purchase the Manufactured Home own firms. The Total Safe Pilot shown in the TRUTH IN LEXDING DISCIOSURES assumes that all payments will be must be in weight as scheduled. The actual amount you will pay may be more or less depending on your payment record.

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EXCLUSION OF WARRANTIES: TO THE EXTENT PERMITTED BY APPLICABLE LAW, SELLER HEREBY EXCLUDES AND DECLAIMS ANY INPLIES WARRANTY OF MECHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

WAIVER: To the artent permitted by they, you agree to give up your rights to require us to do certain strings. You do not give up any rights that are provided in this Contract (for examples, see the AIOTICE OF DEFAULT section). Unless the law or this Contract provide otherwise, we are not required to: [1) demand payment of amounts due; [2] give notice that amounts due have not been paid, or have not been paid, or have not been paid, or the appropriate amount, time, or manner; or, [3] give notice that we lated to make, or are making, that Contract immediately due.

j	GUARANTEE: You guarantee the payment of this Contract. You also agree that all the other terms of the Contract will apply to you. Name						
	Signature						

GUARANTEE: You guarante the payment of this Contract. You also purpose year period, or (3) other adarmat currently agreement, charten the contract, we have all of the underest provided by law, this Contract, we have all of the underest provided by law, this Contract, we have all of the provided by law, this Contract, we have all of the group of the provided by law, the principle of that all other captures of the Contract will apply to you.

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Selfer yells and assigns this Contract to the Assignes, its successors and assigns, including all its rights, title, and interest in his Contract, and any guarantee or separate security device. Selfer gives Assignes his power, either in its own name or in Selfer's name, to take all legal or other actions which Selfer could place believe to their under the terms for the Selfer's name, to take all legal or other actions which Selfer to the Interest of the Selfer's name, to take all legal or other actions of the Selfer's name, to take all legal or other actions of the Selfer's name, to take all legal or other the terms of the Selfer's name, to take assignment in arrivator the terms white play inclined as provided below, unless the separate writingly incorporate this organization.

A. This Contract represents a self by Selfer to Buyer on a firm price basis and only an acceptance of the Selfer to Sel

the steller.

A completely filed-in copy of this Contend was delivered to the Buyer at the fine of execution.

The Manufactured Home has been delivered to the Buyer in good condition and has been accepted by Buyer.

Safe has not elly period a security intered in the Property his most of the Assigned, purchase that Contract from Assignee. The region of the Assignee in order to the Assignee in developed the Assignee in the Contract from Assignee. The property his most interest pleas that contract from Assignee. The property is most in the contract from Assignee. The first please is not so that in the around of the company better first please the costs and expenses of Assignee, including interest pleas.

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Selet will indemnify Assignee for any loss sustained by it because of judicial set-off or as the result of a recovery made against Assignee as a result of a claim or defense Buyer has against Selet.

Selet walkers notice of the acceptance of this Assignment, notice of non-payment or non-performance, and notice of any other remedies available to Assignee.

available to Assignee.

An advantage of the Control of the Control

MECOURSE; If this Assignment is made "with recourse" as indicated in the ASSIGNMENT action of this Contract, Assignee takes WITH RECOURSE; If this Assignment is made "with recourse against addition," adjusted that if the Buyer defaults on any obligation on payment or performance under this Contragit is not provided to the contract of the transport of the urganization of payment or and any other charges, due at that time.

Disbursement Date:

[This date is for Title 1 HUD insurance purposes and may be complished after the Contract to signed to reflect the actual disbursement date, and not any estimated disbursement date, it may appear only on the original form.)

THE BASES STROME TO SECOND SOIL (HOWERS SOUR) FOR CARROSSESSES SAVE SECONDS REQUIRES IN 175 SECONDS

Case 08-10314-DWH Doc 28 Filed 10/24/08 Entered 10/24/08 15:46:08 Desc Main Case 08-10314-DWH Claim 3-3 cument 04/01/08 10-95

UCC-01			a tarana	State of Mississippi UCC-1 Financing Statement				
1. Debtors (Last Name first fo			is the	Book & Page:	Filed w			
WILEMAN, DIANNE				WILEMAN, MELIS	 SSA			
Last Name I	irst Name		Middle Name	Last Name	First Name	Middle Name		
127 DR 1559 Mailing Address	, lame, i ie		nage of	127 DR 1559 Mailing Address		Auto- State Asian		
NETTLETON	MS	41	38858	NETTLETON	MS	41 38858		
City		ty Cd		City	ristanti larenti (2)traje	y Cd ZIP		
	ar French		Utility .	587-06-1738	Francery : Beck - offic	शति वामानं इति हुन		
2. Secured Party (Last Name i	irst for ind			Tax ID/SSN 3. Assignee (Last Na)	me first for individua	į.		
Business Name	7 3	ngernas or enge	9λ	Business Name				
PO BOX 27081	-	e isa egile	.]			-		
Mailing Address				Mailing Address				
GREENSBORO	NC		27425					
City	State Ct	y Cd 2	IP .	City	State Ch	Cd ZIP		
56-1377207 Tax ID/SSN	ļ							
4. This financing statement cov	l ers the foll	owing t	vnes for items	Tax ID/SSN				
This lien is to rema	Hin in e	rrect	until tern	nination	0 E	FILED LEE COUNTY. 97 OCT 9 AM		
5. Check if this statement is file	I without tl	ie Debt	or's signature	to perfect a security in	terest in collateral	i s		
already subject to a security into changed to this state which is proceeds if the security				ought into this state or when I where the original filit	Ö	Office Use Only		
was perfected acquired after a change of name the Debtor	, identity, or c	orporate s	tructure of	if lien to secure payme (effective 1 year)	ent of royalty proceeds	97-5019		
6. Check if covered:	ts of Collate	ral	7. Nu	mber of additional shee	ets attached:			
Quanal Wila Signature of Debtor	dna			Oukurood C Signature of Secured Par	Acceptan	CE CORP		
Melison Lelil Signature of Debtor	en-	<u></u>		Signature of Secured Par (Required only when file	ty Ledd	nature)		
					· • • • • • • • • • • • • • • • • • • •			
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Case 08-10314-DWH Doc 28 Filed 10/24/08 Entered 10/24/08 15:46:08 Desc Main Document Page 12 of 15
Case 08-10314-DWH Doc 25 Filed 05/27/08 Entered 05/27/08 14:34:14 Desc Main Document Page 3 of 4

CHAPTER 13 PLAN UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF MISSISSIPPI

CASE NO. 08-10314-DWH

Debtor: DIANNE WILDM	<u>IAN SS # XXX-XX-2631</u>	Current Monthly	/ Income \$2,419.08
Address: 127 Road 1559	Nettleton, MS 38858	No. of De	pendents 0
Telephone No. 255-0402	TAX REFUNDS AT	ND EIC FOR DISTRIB	UTION: 0
	OW CLAIMS. Creditors must file all secured/priority debts must be p		nder any plan that may be
PAYMENT AND LENGTH O	FPLAN		
The plan period shall be for a pe	riod of 42 months, not to exc	eed 60 months. Debtor or Joi	at Debtor will make payments
directly to the Trustee ONLY if	self-employed, unemployed, or the 493.00	recipient of government beni	ans.
(A) Debtor shall n	ay \$ 420.00 per month to th	e Chapter 13 Trustee. A	payroll deduction order
	Debtors employer Milan Exp		
	,		
PRIORITY CREDITOR	S. Filed claims that are not o	lisallowed to be paid in	full:
IRS \$	@\$	/mo	
State Tax Commission \$_	@\$ 	/mo Other\$	@\$/mo
PREPETITION DOMES	OBLIGATIONS (POST P. STIC SUPPORT ARREAR shall be paid \$	AGE CLAIMS DUE T	
through	payroll deduction		hrough the plan.
HOME MORTGAGE(S) MTG PMTS TO: Vanderb	oilt Mortgage BEGINNING 3/22.06 Inderbilt Mortgage \$3,117.06	5/1/08 @\$ 519.51 (X)	DIRECT

Case 08-10314-DWH Doc 28 Filed 10/24/08 Entered 10/24/08 15:46:08 Desc Main Occument Page 13 of 15 Filed 05/27/08 Entered 05/27/08 14:34:14 Desc Main Document Case 08-10314-DWH Doc 25 Page 4 of 4 Document

SECURED CLAIMS. Creditors that have filed claims that are not disallowed are to retain lien(s) under 11 U.S.C. 1325(a)(5)(B)(I) until plan is completed and be paid as secured claimant(s) the sum set out in the column "Total Amt. to be Paid" or pursuant to Order of the Court. That portion of the claim not paid as secured shall be paid as an unsecured claim.

Creditors Name National Auto Finant ** to be paid in full in	terest is included.	Approx. <u>Amt. Owe</u> 10.546.71	\$7,500,00 ** %	3,207.44	Monthly Payment 314.46
SPECIAL CLAIMA COLLATERAL, DEE payment, creditor mus	STOR TO PAY ZE	RO ON SECU	RED PORTION OF	ic.) ON ABANI DEBT. Where	DONED proposal is for
<u>Creditor's Name</u> Nautilus	Collateral or T Bowflex machi	ine	Approx. Amt. Ow \$1,800.00 959.16		to Be Paid pay \$0,00
SPECIAL PROVISI adequate protection pa		ents to be paid	through the plan, inc	luding, but not	limited to,
UNSECURED DEB				•	red payments to
Total Attorney Fees C Attorney Fee Previous Attorney fees to be pa	sly Paid \$ <u>500.00</u>	pursuant to Cou	ministrative costs and d rt Order and/or local ru		r fees
Name/Address/Phone #	of Vehicle Insurance	e Co./Agent	Attorney for Debtor Robert F. Levey P.O. Box 743, Tupel Tel: 62 840-1900/ Fa	o, MS 38802-07 x 662 680-3212	
DATE: 2/9/08	•	IOINT DEBTO	Email: ruffellbob@b GNATURE OR'S SIGNATURE SIGNATURE	^	dma

CHAPTER 13 PLAN, PAGE 2 OF 2

Case 08-10314-DWH Doc 28 Filed 10/24/08 Entered 10/24/08 15:46:08 Desc Main Document Page 14 of 15

Case 08-10314-DWH Doc 25 Filed 05/27/08 Entered 05/27/08 14:34:14 Desc Main Document Page 1 of 4

United States Bankruptcy Court

DIANNE WILLMANDEBTOR

CASE NO. 08-10314_ DWI+

ORDER CONFIRMING THE DEBTOR'S PLAN, AWARDING A FEE TO THE DEBTOR'S ATTORNEY AND RELATED ORDERS

	pursuant to 11 U.S.C. 341 at which the debtor appeared in person to be sted parties, a hearing was held pursuant to 11 U.S.C. 1324 at which the tor appeared by his attorneys
Continuances, if any, were:	
Other appearances were:	

The debtor is hereinafter referred to in the masculine singular, even though this be a joint case or if the debtor is female. All references to "Rules" shall be interpreted as referring to the Bankruptcy Rules unless the context indicates otherwise.

At such hearing, the following objections to confirmation of the debtor's plan were considered:

At the hearing, the Court considered the matters presented by the Trustee, counsel for the debtor and by other interested parties, if any, and upon the pleadings and statements of parties and of counsel, and on the evidence presented, the court finds that:

- A. Written notice of the meeting of creditors held pursuant to 11, U.S.C. 341 and of this hearing on the confirmation of the plan was given as required by Rule 2002;
- B The plan as presented for confirmation (hereinafter referred to as "the plan") complies with the provisions of Chapter 13 of Title 11 of the United States Code and the other applicable provisions of said Title;
- C. Any fee, charges, or other amount required under Chapter 123 of Title 28, or by the plan, to be paid before confirmation has been paid;
- D. The plan has been proposed in good faith and not by any means forbidden by law;
- The value, as of the effective date of the plan, of property to be distributed under the plan on account of each allowed unsecured claim is not less than the amount that would be paid on such claim if the estate of the debtor were liquidated under Chapter 7 of Title 11 of the United States Code on such date;
- F. With respect to each allowed secured claim provided for by the plan, the holder of such claim either accepted, or was deemed to have accepted, the plan or in the alternative:
 - a. (i) the plan provides that the holder of such claim retain the lien securing such claim; and
 - (ii) the value, as of the effective date of the plan, of property to be distributed under the plan on account of such claim is not less than the allowed amount of such claim; or
 - the plan proposes to surrender the property securing such claim to the creditor.
- G. If the trustee or the holder of an allowed unsecured claim objected to the confirmation of the plan, then the court finds that:
 - a. the value of the property to be distributed under the plan on account of such unsecured claim is not less than the amount of such claim; or
 - b. the plan provides that all of the debtor's projected disposable income, (as "disposable income" is defined in 11 U.S.C. 1325(b)(2)) to be received by the debtor in the three-year period beginning on the date that the first payment is due under the plan will be applied to make payments under the plan.

Case 08-10314-DWH Dec 28 Filed 10/24/08 Entered 10/24/08 15:46:08 Desc Main Document Page 15 of 15

Case 08-10314-DWH Doc 25 Filed 05/27/08 Entered 05/27/08 14:34:14 Desc Main Document Page 2 of 4

IT IS ORDERED THAT:

- 1 The debtor's plan is confirmed and (if appropriate) for cause shown, payments for a period not to exceed five years is approved.
- The debtor, or his employer, shall make the payments to the trustee required by the plan as confirmed or as
 hereafter modified. If the debtor does not cause such payments to be timely made, the trustee shall order (per
 Section 542(b)) or request the Court to order (pursuant to Section 1326(c)) any entity from whom the debtor
 receives income to pay all or any part of such income to the trustee.
- The debtor shall, when practicable, obtain the approval of the trustee prior to incurring additional consumer debt. The failure to obtain such approval if practicable, may cause the claim for such debt to be unallowable to the creditor (11 U.S.C. 1305(c)), and the debt to be nondischargeable for the debtor [11 U.S.C. 1328(di)].
- 4. All property shall remain property of the estate and shall vest in the debtor only upon dismissal, discharge, or conversion. The debtor shall be responsible for the preservation and protection of all property of the estate not transferred to the Trustee.
- The trustee shall:
 - a. Keep a detailed record of all receipts, including the source or other identification of each receipt, and of all disbursements [11 U.S.C. 1302(b)(f)); and
 - b. File with the Court, or if applicable, with the entity providing addressing service for the Court and the Trustee, notices of creditor's address changes brought to the attention of the Trustee [Rule 2002(g)]; and
 - c. Deposit all funds received by the trustee under the plan with any entity which provides insurance, guaranties or deposits in the manner prescribed by 11 U.S.C. 345.
- 6 Pursuant to 11 U.S.C. 1326 the order of payment, unless otherwise directed, shall be:
 - a. Any unpaid claim of the kind specified in Section 507(a)(1) of Title 11 U.S.C.;
 - b. The percentage fee fixed for the trustee pursuant to Section 1302(e) of said title (or Section 586(e)(1) of Title 28, if applicable):
 - c. Creditors whose claims are timely filed and allowed in such amounts and order of preference as may be provided by the plan or as may be required to provide adequate protection of the interest of any entity with an interest in the property of the estate.
- The Trustee, the debtor and attorney for the debtor shall examine proofs of claim, or summaries thereof, and shall object to the allowance of improper claims as provided by 11 U.S.C. 704(4).
- 8. The Trustee shall at least once each six months file with the Court's report showing the funds received and the disbursements made by him since the date of the last report, and shall upon completion of the plan file with the court a final report and account containing or incorporating by reference a detailed statement of receipts and disbursements (Rule 13-208(5)).
- 9. Ninety days after the final distribution, the trustee shall stop payment of all checks then unpaid and file with the Clerk of the Court a list of the names and addresses, so far as known, of the persons entitled to such payments and the amounts thereof. The unclaimed funds shall be paid into the Court and disposed of under Chapter 129 of Title 28 [11 U.S.C. 347 and Rule 3001].

ALLOWANCE OF ATTORNEY'S FEES

The application by the attorney for the debtor for the allowance of reasonable compensation as authorized by 11 U.S.C. 330 having been considered, the court finds that a reasonable fee for the services performed and undertaken by such attorney is \$ 2 \(\cdot \cdo

The balance of such fee (\$ 2,000 - 00) shall be paid by the trustee from the monies received under the debtor's plan, provided, however, that such payments shall be deferred in time to payments, if any, which may be required to provide adequate protection of the interest of the holders of any secured claims.

Atterney for the Debtor

BANKRUPTCY JUDGE

5/27/08